

Deed of Assignment of IP rights

EYEFI Pty Ltd
ACN 114 673 684
(Assignor)

and

EYEFI Group Technologies Inc.
Incorporation No. BC1181950
(Assignee)



Phone: 03 9640 0400
Facsimile: 03 9642 0866



www.nrlawyers.com.au



Level 7, 416-420 Collins Street, Melbourne
PO Box 237, Collins Street West, VIC 8007

Liability Limited by a scheme approved under
Professional Standards Legislation

Deed of Assignment of IP rights

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Deed of Assignment of IP rights

Details

PARTIES	
Assignor	Name EYEFI Pty Ltd
	ACN 114 673 684
	Address Building 17, 71 Victoria Crescent, Abbotsford, VIC 3067
	Email simon@eyefi.com.au
Assignee	Name EYEFI Group Technologies Inc.
	Incorporation No. BC1181950
	Address Level 8, 90 Collins Street, Melbourne, VIC 3000
	Email anoosh@shape.capital
Date of Deed	See Signing Page

Terms

Introduction

- A. The Assignor is the legal and beneficial owner of all Intellectual Property Rights in the SPARC Algorithms and the SPARC Patents.
- B. The Assignor has agreed to assign to the Assignee, their respective right, title and interest in the SPARC Algorithms and the SPARC Patents on the terms and conditions set out in this Deed.

It is agreed

1. Definition and Interpretation

1.1 Definitions

In this Deed, unless otherwise indicated by the context:

- (a) **Assignment** is defined in clause 2.1(a);
- (b) **Assignment Date** means the date which is immediately prior to completion of the Share Purchase Agreement.
- (c) **Associated Rights** means all rights, benefits, powers, remedies, actions, suits or causes whatsoever which the Assignor has in respect of or otherwise arising in relation to the SPARC Algorithms, SPARC Patents and/or the IP which is capable of assignment (including the benefit of all priority dates of the SPARC Patents and the right to seek and obtain registration of the SPARC Patents in other countries (as applicable); and
- (d) **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne;
- (e) **Claim** means any allegation, debt, cause of action, action, dispute, Liability, claim, proceeding, investigation, inquiry, prosecution, litigation, arbitration, mediation, audit or dispute resolution, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise;
- (f) **Documentation** means the materials in the form of the GitHub repository and Source Code, which relate to the SPARC Algorithms and the SPARC Patents;

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- (g) **Intellectual Property Rights** means all intellectual and industrial property rights conferred by law including:
- (i) patents, designs, copyright, rights in circuit layouts, business names, trademarks, know-how, brand names, domain names, inventions, manufacturing techniques, tooling, moral rights, product names, trade secrets, the right to have confidential information kept confidential and other results of intellectual effort in the scientific, technological, industrial and commercial fields whether or not registered or capable of registration;
 - (ii) any application or right to apply for registration of any of those rights; and
 - (iii) all renewals and extensions of those rights.
- (h) **IP** means all Intellectual Property Rights in or otherwise created by the SPARC Algorithms and the SPARC Patents but does not include any Intellectual Property Rights in any other software, technology or other like product which is legally or beneficially owned by the Assignor;
- (i) **Liability** means any liability, obligation, damage, loss, cost or expense including legal costs and expenses of whatsoever nature or description (whether actual, contingent or prospective), irrespective of when the acts, events or things giving rise to the liability occurred;
- (j) **Related Body Corporate** has the meaning given to that term in the Corporations Act 2001 (Cth);
- (k) **Share Purchase Agreement** means the Share Purchase Agreement among the Assignor, the Assignee, and certain shareholders of the Assignor dated on or about the date of this Deed;
- (l) **Source Code** means the source code core algorithms and all other information, and documentation necessary or required to understand, recompile and change that algorithm's program logic and sufficient written details of the production and development environment relating to that software to enable the user to access, compile, change, use and operate the core algorithm;
- (m) **SPARC Algorithms** means the Source Code relating to "SPARC" (including any updates and enhancements to it as at the Assignment Date); and
- (n) **SPARC Patents** means the patents registered in the name of the Assignor as set out in Annexure 1.

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1.2 Interpretation

In this Deed, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Deed;
- (c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Deed;
- (d) where any word or phrase is given a definite meaning in this Deed, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (e) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
- (f) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (h) a covenant or Deed on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and
- (i) a reference to a body, whether statutory or not;
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body;is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2. Assignment

2.1 Assignment of IP

- (a) The Assignor, as legal and beneficial owner, hereby assigns, transfers and conveys to the Assignee on the Assignment Date absolutely any and all of its current or future rights, title and interest in and to:
 - (i) the IP; and
 - (ii) the Associated Rights; and
 - (iii) the Documentation,

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and includes all Intellectual Property Rights in any of the above (**Assignment**).

- (b) The Assignment referred to in sub-clause 2.1(a) above, includes any and all rights that the Assignor has with respect to the infringement of the IP and the Associated Rights before the date of this Deed.

2.2 Title, Interest and Risk

On and from the Assignment Date, interest in and risk of the IP and Associated Rights passes to the Assignee.

2.3 Delivery of Documentation

The Assignor must deliver or transfer all Documentation which is within its possession or control to the Assignee promptly after the Assignee's request.

3. Notices

- 3.1 A notice or other communication required or permitted to be given by one party to another must be in writing and:
 - (a) delivered personally;
 - (b) sent by pre-paid mail to the address of the addressee specified in this Deed; or
 - (c) transmitted by e-mail will be deemed to have given when sent, provided that such e-mail is kept on file by the sending party and the sending party does not receive an automatically generated message from the recipient's e-mail server that such e-mail could not be delivered to such recipient. A copy of the e-mail transmission containing the time, date and recipient e-mail address will be rebuttable evidence of receipt by e-mail.
- 3.2 A notice or other communication is taken to have been given (unless otherwise proved):
 - (a) if mailed, on the second Business Day after posting; or
 - (b) If a notice has been sent by prepaid registered mail and before the fifth business day after the mailing there is a discontinuance or interruption of regular postal service so that the notice cannot reasonably be expected to be delivered within five business days after the mailing, the notice will be deemed to have been given when it is actually received.
- 3.3 A party may change its address for service by giving notice of that change in writing to the other parties.

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4. Waiver or variation

- 4.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 4.2 The exercise of a power or right does not preclude:
- (a) its future exercise; or
 - (b) the exercise of any other power or right.
- 4.3 The variation or waiver of a provision of this Deed or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

5. Governing law and jurisdiction

- 5.1 This Deed is governed by the laws of Victoria.
- 5.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

6. Further assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

7. Counterparts

This Deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Deed will be the date on which it is executed by the last party.

8. Electronic Signatures

This Deed may be executed and delivered by electronic means and upon such delivery any electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

9. Whole Deed

In relation to the subject matter of this Deed:

- (a) this Deed is the whole deed between the parties; and
- (b) this Deed supersedes all oral and written communications by or on behalf of any of the parties.

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10. No reliance on warranties and representations

In entering into this Deed, each party:

- (a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Deed made by any person; and
- (b) has relied entirely on its own enquiries in relation to the subject matter of this Deed.

This clause does not apply to warranties and representations that this Deed expressly sets out.

11. Severance

If any part of this Deed is invalid or unenforceable, this Deed does not include it. The remainder of this Deed continues in full force.

12. No merger

Nothing in this Deed merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

13. Consents and approvals

Where this Deed gives any party a right or power to consent or approve in relation to a matter under this Deed that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.

14. Closing Date

The Closing Date of this Deed shall be immediately prior to the closing date of the Share Purchase Agreement, which has a closing date of on or before June 30, 2023.

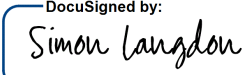
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Signing Page

Executed as a Deed on

2023

EXECUTED for and on behalf of **EYEFI Pty Ltd (ACN 114 673 684)** in accordance with Section 127(1) of the *Corporations Act 2001* by authority of the Directors:

DocuSigned by:

D2EFA44B166A48E...

Signature of Sole Director

Simon Matthew Langdon
Name of Sole Director

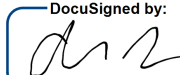
EXECUTED by **EYEFI Group Technologies Inc.** in accordance with laws of its place of incorporation by:

DocuSigned by:

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Signature of Director

Simon Matthew Langdon
Name of signatory

DocuSigned by:

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Signature of Director

Anoosh Manzoori
Name of signatory

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Annexure – SPARC Patents

PATENT NUMBER	COUNTRY	APPLICANT/ASSIGNEE	TITLE	FILING/EXP DATE	STATUS
9,058,689	USA	EYefi Pty Ltd	SPATIAL PREDICTIVE APPROXIMATION AND RADIAL CONVOLUTION	16 June 2009/ 16 June 2029	Granted on 16 June 2015
2,727,687	Canada	EYefi Pty Ltd	SPATIAL PREDICTIVE APPROXIMATION AND RADIAL CONVOLUTION	16 June 2009/ 16 June 2029	Granted on 14 November 2017
ZL 20098013199.4	China	EYefi Pty Ltd	SPATIAL PREDICTIVE APPROXIMATION AND RADIAL CONVOLUTION	16 June 2009/ 16 June 2029	Granted on 25 December 2013
5575758	Japan	EYefi Pty Ltd	SPATIAL PREDICTIVE APPROXIMATION AND RADIAL CONVOLUTION	16 June 2009/ 16 June 2029	Granted on 11 July 2014
10-1663669	South Korea	EYefi Pty Ltd	SPATIAL PREDICTIVE APPROXIMATION AND RADIAL CONVOLUTION	16 June 2009/ 16 June 2029	Granted on 30 September 2016
2009260182	Australia	EYefi Pty Ltd	SPATIAL PREDICTIVE APPROXIMATION AND RADIAL CONVOLUTION	16 June 2009/ 16 June 2029	Granted on 10 March 2016
590428	New Zealand	EYefi Pty Ltd	SPATIAL PREDICTIVE APPROXIMATION AND RADIAL CONVOLUTION	16 June 2009/ 16 June 2029	Granted on 4 March 2014